REMARKS

Reconsideration and entry of the above amendments and following remarks are respectfully requested. Claims 1, 4, 15, 28, 30, 31 and 37 have been amended. Claims 2 and 36 have been canceled. Claims 1, 3-21, 23, 24, 26-28 and 30-35 and 37 remain pending.

Claims 1-21, 23-24, 26-28 and 30-37 stand rejected under 35 U.S.C. 101. Independent claims 1, 15 and 28 have been amended to obviate the rejection. In particular, the claims recite that the computer model is <u>executed by a computer</u>. Thus, it is submitted that the claims utilize the technological arts. Therefore, the rejection should be withdrawn.

Claims 1-21, 23-24, 26-28 and 30-37 stand rejected under 35 U.S.C. 103(a) as being unpatentable over McGill in view of Ouimet et al. and further in view of Robertson et al. This rejection is respectfully traversed.

The Examiner notes that McGill does not teach electronic assembly and cites Robinson for teaching a method for designing electronic circuits. The Examiner then contends that it would have been obvious to modify McGill and Ouimet et al. to include electronic components as taught by Robinson. Even if the teachings of Robinson were combined with McGill and Ouimet et al. in the manner suggested by the Examiner, the result would be a system for assembly and distribution of <u>automobiles</u> as taught by McGill, having electronic components as taught by Robinson. McGill simply does not disclose how to price the <u>overall system</u> being used to assemble the automobiles (components) and certainly does not suggest in combination with Robinson, a method for pricing an electronics assembly system solution (claim 1), or a method for financing the price of a customer's purchase of an electronics assembly system solution (claim 15) or a method of selling a customer an electronic assembly system solution.

Claim 1 has been amended to include the subject matter of claim 2. In particular, claim 1 as amended recites that the customer benefit guarantee comprises a particular <u>cost of ownership of the electronics assembly system</u>.

In rejecting claim 2, the Examiner merely notes to "See claim 1". However, in the Examiner's rejection of claim 1, no mention was made of cost of ownership of the

electronics system being taught or suggested by the prior art of record. The Examiner cites McGill as teaching receiving revenue in accordance with usage of a product, and cites Ouimet et al. as teaching a model for future demand and product price. The Examiner notes that Ouimet et al. teaches that a benefit is realized at the time of sale of a product and that "predicting demand for the product obviously indicates predicting a customer benefit". Furthermore, with regard to the step of generating a customer benefit guarantee, the Examiner states "that McGill discloses receiving benefits by each partner based on their relative percentage of equity ownership of the product, thereby obviously indicating a guaranteed percentage of the benefit".

Claim 1 recites predicting a customer benefit and then generating a customer benefit guarantee based on the predicted customer benefit, with the benefit guarantee being a particular cost of ownership of the electronics assembly system. Thus, if a customer is interested in buying an electronics assembly system, the salesperson could predict a customer benefit that would result if the customer used the system. Thereafter, the salesperson could generate a particular cost of ownership of the system for the customer so that the customer could determine if purchasing the system would be cost-effective in view of the predicted benefit of using the system. This is simply not taught or suggested by the prior art of record. For example, McGill does not teach a customer benefit guarantee comprising a particular cost of ownership of a system. McGill merely teaches that profits can be shared based on equity ownership of a product, which has nothing to do with the cost of ownership of an electronics assembly system in view of the benefits of using the system. Thus, the rejection of claim 1 and the claims that depend therefrom should be withdrawn.
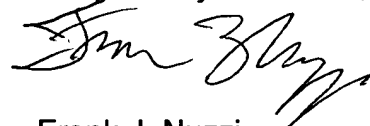
With regard to claim 15, the claim recites the step of computing a customer benefit is performed using a computer model that represents the electronics assembly system and simulates an aspect of the behavior of the system, with the computer model being executed by a computer. There is no teaching or suggestion in the prior art of record of simulating an aspect of behavior of an electronics assembly system to compute a customer benefit. The model-based approach to pricing as disclosed by Ouimet et al. is not a teaching or suggestion of simulating an aspect of behavior of an electronics assembly system. Furthermore, there is no teaching or suggestion in the

prior art of record of computing a monetary value based on the customer benefit computed by executing a computer model that simulates an aspect of behavior of a system as clamed. As noted above, sharing profits as disclosed by McGill does not teach or suggest computing a monetary value based on the benefit determined by a simulation. Thus, the rejection of claim 15 and the claims that depend therefrom should be withdrawn.

With regard to claim 28, the claim has been amended to include the subject matter of claim 36. In particular, claim 28 as amended recites that the performance of the system is predicted using a computer model executed by a computer, and that the computer model represents the electronics assembly system and simulates an aspect of the behavior of the system. As noted above, the model-based approach to pricing as disclosed by Ouimet et al. is not a teaching or suggestion of simulating an aspect of behavior of an electronics assembly system. Thus, the rejection of claim 28 and the claims that depend therefrom should be withdrawn.

All objections and rejections having been addressed, it is respectfully submitted that this application is in condition for allowance and a Notice to that effect is earnestly solicited.

Respectfully submitted,

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